

INVITATION FOR BIDS

U.S. GOVERNMENT PRINTING OFFICE
200 N. LaSalle St., Suite 810
Chicago, IL 60601-1055

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

MarkeTips Magazine

as requisitioned from the U.S. Government Printing Office (GPO) by the

GSA
Chicago, IL

Single Award

BID OPENING: Bids shall be publicly opened on **April 20, 2009** at **2 p.m.** prevailing Chicago, IL time.

CONTRACT TERM: The term of this contract is for the period beginning May 1, 2009 and ending April 30, 2010, plus up to 4 optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located **within a 500-mile radius of Chicago, IL.**

BID SUBMISSION: Facsimile bids are acceptable (see GPO Contract Terms, Pub. 310.2, 5/99). To submit a bid, the contractor must return a signed and completed GPO Bid Form 910 and "Schedule of Prices" included at the end of this specification. If you are downloading this specification from the GPO website, click here for a copy of the GPO Bid form: www.gpo.gov/procurement/bids910.pdf.

Send bids to U.S. Government Printing Office, Suite 810, 200 N. LaSalle St., Chicago, IL 60601, or fax bids to **312-886-3163**.

NOTE: Change to Quality Level 2.

INFORMATION: Fax requests for award information (available approx. 1 week after bid opening) to GPO Chicago front desk at (312) 886-3163.

For questions about these specifications call Sheila West, 312 353-3916, ext. 22. Do **not** call her with requests for specifications or abstracts.

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (Rev. August 2002)).

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Level: (a) Printing (page related) Attributes-Level 2.
(b) Finishing (item related) Attributes-Level 2.

Inspection Levels (from ANSI/ASQC Z1.4): (a) Non-destructive Tests--General Inspection Level I; (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7 Type Quality and Uniformity	Ok'd press sheet
P-8 Halftone Match	Ok'd press sheet
P-9 Solid or Screen Tints Color Match	Ok'd press sheet
P-10 Process Color Match	Ok'd press sheet

If the press sheet inspection is waived, the Okay contract color proof becomes the alternate standard.

TIME CRITICAL SCHEDULE: This is a time-critical contract. For the purpose of this contract, the provision in GPO Contract Terms Pub. 310.2 for schedule extensions does not apply. **No automatic extensions of schedules will be made nor grace days added.**

DOING BUSINESS WITH THE GPO: Contractors wishing to do business with the GPO are referred to the GPO web site <http://www.gpo.gov/business/index.html>, where one can register as a GPO contractor using the 'GPO Contractor Connection' link in accordance with the furnished instructions on this page.

NOTE: Prospective as well as existing GPO contractors are to note that, as of 1/1/08, all contractors seeking to do business with the GPO must first complete and thereafter maintain the accuracy of its GPO Contractor Connection registration with the following mandatory taxpayer information boxes: "EIN/TIN #" Employer Identification Number of Taxpayer Identification Number): "Subject to Backup Withholding" (See Form W-9). The GPO will withhold payment of any invoices for work completed by any contractor who fails to provide this tax data in GPO Contractor Connection. Such invoices will be declared ineligible for payment until all requirements for payment, including providing this tax data in GPO Contractor Connection, have been satisfied.

SUBCONTRACTING: The predominant production function is printing. Bidders who must subcontract this operation will be declared non-responsible.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 30 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed 5 years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

EXTENSION OF CONTRACT TERM: At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

PERFORMANCE RECORDS: Notification of Delivery forms will be furnished to the awarded contractor (contractor to make copies as required). GPO program and print-order numbers, and dates mailed and/or delivered must be filled in by the contractor. Send with copies of all delivery receipts and post office mailing receipts via telefacsimile to the GPO, (312-886-3163), attn: Compliance Section, on the day mailing and delivery was completed.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by individual "Print Orders" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and other information pertinent to the particular order.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from May 1, 2009 through April 30, 2010 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering".

The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract. Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased from commercial sources by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract.

Orders issued during the effective period of this contract and not completed within that time are to be completed by the contractor within the time specified in the order. The rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

When production covered by this contract is required before the dates specified under this contract, and the contractor will not accept the accelerated schedule, the Government may procure this requirement from another source for that accelerated schedule.

The Government may issue orders that provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

OPTIONS: Whenever an option is indicated in the specifications, it is the Government's option, not the contractor's, unless it is specifically stated otherwise.

PAYMENT: Submit all billings to: Comptroller, Stop FMCE, Financial Management Services, U.S. Government Printing Office, Washington, D.C. 20401.

SPECIFICATIONS

SCOPE: These specifications cover the production of saddle-stitched bi-monthly magazines requiring such operations as copy pickup, reproduction from government furnished electronic media, proofs, printing in four-color process, binding, labeling, packing, mailing, and delivery.

TITLE: MarkeTips Magazine

FREQUENCY OF ORDERS: Bi-monthly, approximately 6 issues per year.

QUANTITY: Approximately 30,000 – 65,000 per issue

NUMBER OF PAGES: Estimated 100 to 120 text pages plus cover per issue.

No guarantee can be made as to the quantity and number of pages that will be ordered and actual quantities may be less than or exceed those indicated.

TRIM SIZE: 8-1/2 x 11".

GOVERNMENT TO FURNISH: GPO Form 952 form with operating system listed as Mac OS10.x Software requirements formats but not limited to, Adobe Illustrator CS, Photoshop CS, In design CS, QuarkXpress 6.5. The contractor must be capable of accepting data in these formats. Additionally, the contractor is responsible for support upgrades of application software within one month of agency notification. Data will be provided in native application format with all necessary scans and graphic properly linked and in final position.

Fonts will be provided with each order.

Electronic data will be provided on DVD or similar

Print Order (GPO Form 2511).

Facsimile for shipping container labels (GPO Form 905)

GPO "VERIFICATION OF DELIVERY" form. Contractor MUST complete this form and fax to GPO Chicago, Attn: Compliance Section WITHIN 24 HOURS OF DELIVERY. Failure to follow this procedure may result in delayed payment after billing.

CONTRACTOR TO FURNISH: All materials and operations, other than those listed under "Government to Furnish," necessary to produce the product(s) in accordance with these specifications.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, carried on copy or film, must not print on finished product, except where specifically indicated as part of the mailing address.

On receipt of the mail list CD, the contractor shall compare the quantities listed in this contract indicated by the data in the zipped files. The contractor shall make GPO aware of any concerns or discrepancies immediately. The contractor will reconcile the postal classification indicated within the print files, attachment A and calculate based on paper weight and page count to project a per piece mailing weight. Finally, the contractor will CASS certify the list and provide the certification paperwork to the GPO. The projected per piece weight and the CASS certification paperwork is due when the 10 samples of the mailing label are submitted during the proofing process.

ELECTRONIC PREPRESS: Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished media and publishing files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to Sheila West at 312-353-3916 x 22.

The contractor shall create or alter any necessary trapping, set proper screen angles and screen frequency, and define file output selection for the imaging device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

RIGHTS ON DATA: The fonts provided (see GOVERNMENT TO FURNISH) are the property of the ordering agency and are provided for use on this contract only. Using the furnished fonts on any job other than the one for which the fonts were submitted violates copyright law. All provided fonts should be eliminated from contractor's archive immediately after completion of the production run.

The mailing lists provided are the property of the ordering agency and are provided for the use on this contract only. Copies will be made only as required for the completion of this contract. At the completion of the contract the original CD will be returned to GSA and any copies of the data in the contractors archive will be destroyed. The mailing lists provided with this contract will not be used, shared or sold by the contractor for any purpose other than which it was provided.

COMPOSITION: Type and rules generated from furnished disks must be produced on a high resolution output device producing quality equal or better than an image resolution of 2400 dpi and 150 line screens. Layouts and fonts will be furnished with the first disk order.

FILMS: Films are NOT required; computer to plate is acceptable and is the preferred method of production. At the contractor's option, they may use film, however, the Government will not pay for any film costs, even if this was the result of author's alterations. For example, if changes were made at the proof stage, the Government will pay for the digital corrections and new proofs (if required), but not for films. Such proof charges must be charged at the rate for digital proofs, not "from film" proofs. Minimum 150 line screen required on halftones. A digital CD download is required of the final corrected project. Do not return the films to the Government. Films, if made, may be destroyed.

PROOFS: One set of digital color content proofs. Direct to plate is used to produce the final product. Proofs must be created using the same Raster Image Processor (RIP) that will be used to produce the product. Proofs shall be collated with all elements in proper position (not pasted up), imaged face and back, trimmed and folded to the finished size of the product. At contractor's option, a film-based composite blueline may be submitted.

1 set of digital one-piece composite laminated color proofs on the actual production stock (Kodak Approval, Screen TrueRite, Dupont Thermal Waterproof, Polaroid PolaProof, CreoSpectrum, or Fuji Final Proof) with a minimum resolution of 2400 dpi. At contractor's option, a film-based composite laminated color proof on the actual production stock may be submitted provided direct to plate is used to produce the final product. The make and model number of the proofing system utilized shall be furnished with the proofs.

These proofs must have all elements in press configuration and must indicate margins. Proofs will be used for color match on press and must show dot structure. Inkjet, photographic, and overlay proofs are not acceptable. The proofs must contain color control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars (such as Brunner, GATF, GRETAG, or RIT) must show areas consisting of minimum 3/16" x 3/16" solid color patches; tint patches of 25, 50, and 75%; dot gain scale; and gray balance patches for process color (if applicable). These areas must be repeated consecutively across the sheet.

Send proofs and copy to and pickup from one of the addresses listed under "DISTRIBUTION", depending upon the day of the week.

Contractor must not print prior to receipt of an "OK TO PRINT".

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

PRESS INSPECTION: Press sheets will be inspected at the contractor's plant at start of production for quality conformance. Note: A press sheet inspection is for the purpose of setting specific standards that are to be maintained throughout the entire run. It does not constitute a prior approval of the entire run. Press sheets must contain control bars for each color of ink on the sheet. Control bars must be placed parallel to the press's ink rollers. The control bars must show areas consisting of 3/16 x 3/16" minimum solid color patches; tint patches of 25, 50, and 75%; dot gain scale (such as Brunner, GATF, GRETAG, or RIT); and gray balance patches for process color (if applicable).

Inspection is normally restricted to between 7 am and 7 pm, and cannot be scheduled for weekends or federal holidays. However the Government will make reasonable accommodations to retain the schedule. Must be run on a press capable of printing at least four ink colors in a single pass through the press (minimum of four printing units).

Contractor must provide a **minimum 72 Hours notification** of press inspections. Call Emily LeDuc, 312-886-8277 (Mondays) or 630-879-2964 (Tuesday through Friday). Initial schedule will be set up at time agency notifies contractor that issue almost ready (see schedule). Time will be affirmed at proof stage.

If minor changes are required, contractor should be able to run a different signature (etc.) on press. The Government will not be liable for any downtime on press due to such changes nor will any extensions be made to the schedule.

STOCK: The specifications of all stock furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999. All stock used in each copy must be of a uniform shade.

NOTICE: Copies of the "Government Paper Specifications Standards No. 11," dated February 1999, are for sale, on a subscription basis, by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401; or on the GPO web site @ <http://www.gpo.gov/qualitycontrol/paperspecs/index.html>.

White GLOSS coated text, basis size 25 x 38", 60 lbs. per 500 sheets, equal to JCP Code A240.

White Gloss Coated Cover, basis size 20 x 26", 80 lbs. per 500 sheets, equal to JCP Code L10

White 7pt uncoated reply card cover stock

PRINTING: Text and covers 1 thru 4 print in four color process plus PMS 541 as a 5th color for logo on covers 1 and 4 only, heavy coverage with reverses. Must be printed on a press capable of printing four colors in a single pass through the press (minimum four printing units). **NO ADDITIONAL CHARGE WILL BE ALLOWED FOR PRINTING COVERS 1 AND 4 IN A 5TH COLOR.**

After printing, spot coat the surface of covers 1 and 4 except for the address panel at the bottom of cover 4 with a **clear non-yellowing gloss varnish**.

When specifically ordered on print order, provide a protective 4-page, wraparound business reply cover printing in 4-color process bleed both sides (no varnish) on 7 pt. uncoated reply card cover stock. The overall size will be approximately 12-1/2 x 11" which includes a 4 x 11" wrap to front. This wrap will have a **horizontal perforation on back**. (This prints in addition to the contract required 4-page coated one side cover printing in 4-color process bleed plus varnish.)

MARGINS: Text and covers bleed 3 and 4 sides.

INK: Lithographic ink used in the performance of this contract shall contain not less than the following percentages of vegetable oil: heat set ink, 10%.

BINDING: Cross signature alignment of design elements such as solid color bands is required.

Score both covers prior to folding, fold with grain.

Saddle-wire stitch in THREE places and trim three sides. Each product must contain complete 4-page signatures after trimming. Single leaves connected with a lip (i.e., binding stub) to left or right side of stitches will not be allowed.

PACKAGING:

All mailing units must contain a printed permit area. Packaging to all destinations receiving multiple copies must also contain the following return address area information:

GSA CMLS
501 FELIX ST, STE 1101
WHS 9 SEC F
FORT WORTH, TX 76115-3411

Official Business
Penalty for Private Use \$300

Address Service Requested

PRINTER MUST INDICATE THE FOLLOWING ON THE OUTSIDE OF EACH BULK DELIVERY: GSA REQUISITION NUMBER, GPO JACKET NUMBER, PUBLICATION TITLE, & QUANTITY WITHIN BOX.

DISTRIBUTION:

Distribution lists (submitted on CD) containing zipped files for the complete distribution of the publication including the distribution made as self-mailers, bulk and FedEx shipments. Description of files and distribution instructions are indicated below. GSA will provide use of G-30 permit for direct billing to GSA of all mailing specified via USPS and the use of the GSA FedEx account number for all shipments specified as expedited shipments.

All bulk shipments: The contractor must have the following address appearing as the return address on the outside of container: GSA CMLS, 501 Felix St Ste 1101, WHS 9 Sec F, Fort Worth TX 76115-3411

All shipments sent via USPS (bulk drops or metered mail) will be sent via government permit which is billed directly to GSA. Contractor will be required to address all shipments sent via USPS to the standards outlined in USPS regulations, the DMM. Contractor shall pay specific attention to prevent smearing and skewing and insure the barcode is readable to American National Standards Institute (ANSI) grade C as indicated in the DMM. Contractor will not alter GSA provided list and will mail list in its entirety. Any concerns that the format of the list does not meet USPS standards or that unverifiable addresses are being included in the list shall be addressed to GPO.

All FedEx shipments, the contractor must have the following address appearing as the return address on the outside of container: **Emily Leduc (312-886-8277), GSA/NMCO, Room 3486, 230 S. Dearborn Street, Chicago, IL 60604-1696.**

ADDRESSING FOR PRESORTED STANDARD POSTAGE AND FEES PAID PERMIT IMPRINT MAIL (SELF-MAILERS): Contractor must download mailing disk files and address from 30,000 to 50,000 self-mailer copies.

Addresses must be ink jet or laser imaged directly on mailing panel of self-mailers. (Labels are unacceptable.) It is the contractor's responsibility that the name and complete address (**including Mail ID number and Mail ID barcode**) information should be placed in the address area as it appears on the mail file. Font, size and line spacing specifications are provided by GSA and are as follows; Arial 10pt .75 character spacing with a 2pt space between lines. Contractor must not alter the address format.

A Record_layout and sample graphic depiction is being provided on page 10.

Contractor **must** indicate proposed sortation level with bid information. Contractor must sort and generate all required forms, permits and reports. The mail list provided is not postal sorted. Contractor will be required to sort and certify the list to obtain the best Presort Standard rate.

Contractor must indicate proposed postal destination entry level and location with bid. Postal destination entry must be most economical location for postage rates for the government.

Contractor must evaluate the preprinted mailing panel for any potential indicia or endorsement problems prior to printing and inform GSA of problems.

These files should be accurate with respect to quantity. Contractor will not be reimbursed for additional copies produced or for going back to press for insufficient quantities produced, due to failure to check the address files and determine if there are any discrepancies. If there are any discrepancies in quantity, contractor is to immediately contact GSA for further instructions prior to printing.

Address Format A is indicated below. Please note the format contains a postnet barcode and a GSA Mail ID barcode. The designed mail face of the magazine back cover will contain a yellow box. The GSA Mail ID number must print in the yellow box. 10 samples of the address label must be provided with proofs for GSA approval.

LABEL A: ADDRESS FORMAT: (note: additional barcode required (GSA Barcode)).

GSA Barcode	Barcode of mail ID. In 3 of 9 barcode font in 16 pt. size
Endorsement Line	Carrier Route
<Mail ID>	C123456789012
<MailStop>	12342
<Contact>	MR JOHN SMITH
<Title>	PURCHASING MGR
ORcAlternate Contact)>	
<Agency>	DEPT OF INTERIOR
<Bureau>	FLEET BUREAU
<Address line 1>	123 STREET
<Address line 2>	BLDG 12345
<City ST Zip>	CHICAGO IL 60604-1234
Barcode	POSTNET BARCODE

SAMPLE LABEL BELOW. SAMPLE IS NOT TO ACTUAL SIZE SPECS.

Label sample:

Data in black and yellow are part of government supplied print files.

Data in blue below must be inkjet or laser printed onto mail face from data files by mailer.

U.S. GENERAL SERVICES ADMINISTRATION
WAREHOUSE 9 SECTION F
501 W FELIX ST
SUITE 1101
FT WORTH TX 76115-6477

PRESORTED
STANDARD
POSTAGE and
FEES PAID
Permit # G-30

OFFICIAL BUSINESS
Penalty for Private Use \$300
#-07-####
July/ August 2006

Bar Code of G10681-MIS-000123234 number in yellow box in 3 of 9 16pt font

G10681-MIS-000123234

MS 1234435
CPT JOHN SMITH
SUPPLY OFFICER
OR CURRENT GSA Customer
DOD
ARMY 5th ID, 2ndBN, A CO
1 ARMOR DRIVE, BLDG 234
DOOR 1
FT SILL, OK 12345-1234 9
POSTNET BARCODE

The mail list file provided is for the purpose of this printing only. It should be destroyed or returned to GSA after use. Any printed or electronic material(s) containing information from the supplied file(s) that is not being used for its specified purpose should be destroyed. Information should not be disclosed beyond what is required for the purpose of this project.

The mail list file is provided in a format consistent with USPS addressing standards and has been CASS **corrected** within the last 30 days. The mail list file provided **should not be** altered without prior approval from GSA. If the contractor **has** concerns **related to** font, capitalization, **or** punctuation contact GSA.

All provided records must be mailed. GSA desires to mail certain records which cannot be CASS certified. Approval must be obtained from GSA prior to omitting “incomplete” or “error-coded” records. Mail list should be CASS certified **by** mailer prior to mailing. **Contractor will return all copies of the PS Form 3553 to GSA.** Lists may be split into separate mailings to obtain the best possible postal rates. The printer must obtain the best postal discounts at the postal rate specified. If the postal service rejects mail pieces or charges a higher rate because of failure on the contractor’s part to **comply with the** postal service regulations, the contractor will be responsible for the difference in cost between the rates that would have been applicable if done properly and the rate actually charged by the postal service because of the contractor’s error

Contractor must align mailing address so that customer mail id prints in the yellow box printed on the mail panel. All fields in ADDRESS FORMAT table above must be printed on the mailing piece. The <Alt Tag (slug)> is always used as included. All addresses must include the appropriate <Mail ID> number and <Mail ID> barcode. The <Mail ID> must be printed on the first line of the address. The ID must be barcoded above the address in barcode font 3 of 9, 16 pt. The POSTNET barcode is printed as part of the address.

ADDRESSING FOR FEDEX DISTRIBUTION COPIES: Contractor must download government furnished mailing list files (submitted via email), address and ship by Federal Express 2-Day using Agency FedEx account number to 20 addresses each receiving from 1 to 50 copies. Use FedEx shipping containers.

ADDRESSING FOR BULK DISTRIBUTION COPIES: Contractor must download government furnished mailing list files (submitted via email) for bulk copies and ship to 4 addresses via traceable means. Bulk addresses:

Ft. Worth, TX	Average 3,000-4,000 per print order
Tuscon, AZ	50
Norfolk, VA	200
Elmendorf AFB, AK	25

FOR THE FT. WORTH TX DELIVERY, Contractor **must** arrange delivery by appointment.

PACKAGING, LABELING, AND MARKING: Noncompliance with the packing and marking instructions will be cause for the Government to take corrective action in accordance with GPO Pub. 310.2.

PACKING: Pack bulk shipment suitable in shipping containers not to exceed 45 lbs. per container. Use only new corrugated or solid fiberboard containers with a minimum bursting strength of 275 p.s.i. or a minimum edge crush test (ECT) of 44 lbs. per inch width.

PALLETIZING: Contractor will be required to furnish pallets for bulk shipments when the containers fill two or more layers on the pallet, in accordance with GPO Pub. 310.2.

DISTRIBUTION (f.o.b. destination and f.o.b. contractor's city, see below):

F.O.B. Destination (at contractor's expense)

Pickup copy from Emily LeDuc:

Monday pickups: GSA, attn: Emily LeDuc, National Marketing Communication Office, 230 S. Dearborn St., Room 3486 Chicago, IL 60604-1696.

Tuesdays through Fridays: Deliveries (electronic files and media after completion of order) to and pickups from: Emily LeDuc, (exact address to be supplied to awarded contractor), Batavia, IL 60510. Note that for shipping purposes, this is considered a residential address.

Proofs deliver to and pickup from Emily LeDuc. Monday deliveries and pickups are at the Chicago address and on Tuesdays thru Fridays are at the Batavia address.

Within 24 hours of mailing, contractor must fax copies of the U.S. Postal Service signed receipts to Emily LeDuc, at 312-886-7408. Receipts must contain the Program and print order number and total postage cost.

Deliver 3,000-4,000 (as indicated on mail list spreadsheet +/- balance after all other distribution). Contractor must contact Mr. Cowan (817-335-5215) at least 24 hours in advance of delivery so that arrangements can be made. GSA CMLS 501 Felix St Ste 1101 WHS 9 Sec F Fort Worth TX 76115-3411.

Deliver other bulk shipments as per bulk delivery instructions.

Fifty (50) QATAP samples to: U.S. Government Printing Office, Washington, DC.

F.o.b. Contractor's City (All Charges to be Paid by the Government):

Mail 100 – 200 copies singly (1 copy per address) – Internal GSA address listing.

Mail 30,000 – 50,200 copies singly (1 copy per address). – Customer address listing.

Mail using the **GSA** postage and fee's paid **permit**. It is the contractor's responsibility that these copies be addressed, sorted (including any required zone sorting), and mailed in accordance with all Post Office requirements for presorted standard mail. **Address information must be printed on cover.**

Ship 1 to 50 copies to 20 addresses **FedEx overnight using Agency FedEx account number.**

NOTE: All mail shipments that don't qualify for mailing using the GSA postage and fees paid permit, will require the contractor to apply the appropriate postage to each mailing. Contractor will be reimbursed for postage by submitting a properly completed Postal Service form (or equivalent) with the invoice for billing. Verification of all mail shipments that don't qualify for postage and fees paid mailing must be provided to GSA.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into 200 equal sublots. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

These randomly selected copies must be packed separately and identified by a special blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the Ft. Worth address (see "Distribution" for address). A copy of the PRINT ORDER and a signed certificate of selection must be included. The Government will furnish initial copies of the required blue label and certificate, and the contractor will reproduce copies as needed.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies, the contractor will be required to submit 50 quality assurance samples for inspection and testing for compliance to the product specifications. The print order will indicate the number of samples required. The contractor will be required to complete and sign a selection certificate (see above). These copies will be paid for at the running rate quoted in the contractor's bid and their cost will not be a consideration for award. A copy of the print order must be included with the samples. Ship/mail these copies f.o.b. destination to the US GOVERNMENT PRINTING OFFICE, Printing Procurement – Stop PPSQ, Quality Assurance Section, 732 North Capitol St., NW, Rm. A843, Washington, DC 20401.

GPO SAMPLES: Ship 1 copy of each order and a copy of the print order (marked Term Contract Production Samples) to: U.S. Government Printing Office, 200 N. LaSalle St., Suite 810, Chicago, IL 60601, attn: Term Contracts Specialist. This sample is to be shipped at the same time as the scheduled shipment/delivery and cannot be deducted from the total quantity ordered. No additional charge will be allowed for this sample. No selection certificate is required.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order (GPO Form 2511).

Issues will be placed on a bi-monthly basis. Agency will notify the contractor prior to issuance of each order as soon as the tentative schedule is determined. The first issue on this contract will be available the first part of **MAY 2009**.

All pickups and deliveries must be made Monday through Friday, exclusive of Federal Holidays, before 3:30 pm local Chicago, IL prevailing time.

The following schedule begins the workday after notification of availability of furnished material for pickup.

1. Agency will notify the contractor 2 workdays prior to availability of copy for pickup. At that time, a tentative press inspection date should be scheduled.
2. Agency will call the contractor when copy is ready for pickup.
3. Contractor must deliver proofs within 3 workdays after call for pickup.
4. Ordering agency will hold proofs not more than 2 workdays from receipt to call for pickup, and approve or approve with corrections. At this time, the agency will confirm the press inspection schedule with the contractor.

5. If revised proofs are ordered due to author's alterations requiring hard copy proofs to be sent to and picked up from the agency, an additional 2 workdays will be allowed from receipt of revised digital file and request for revised proofs at contractor to either telephonic with follow-up faxed signed approval okay to print with no changes or receipt of okayed revised proofs with changes at contractor. This may require the press inspection schedule to be altered.
6. Complete production and shipping/mailing must be made by the contractor within 12 workdays after call for pickup and notification of an "OK to Print" or "OK to Print with corrections."

For example, agency notifies contractor on May 4 that they are expecting an issue to be ready for pickup. A tentative press inspection schedule is set up at that time. Agency calls contractor on May 6 and sends out the order that day. Contractor delivers proofs to agency on Monday, May 11. Agency reviews proofs and calls contractor for pickup, making minor changes that do not require a revised proof. Agency calls contractor for a pickup of the proofs on Wednesday, May 13, and confirms the scheduled press inspection date and time. Agency attends press inspection on May 18 and 19. Upon completion of print run, Contractor begins distribution as indicated below.

Contractor notified of pickup/order sent	May 6
Dept received proofs	May 11
Proofs ok'd/ok'd with corrections	May 13
Press inspection	May 18/19
Begin Distribution:	May 21
(Shipping/mailing completed by June 1 = 12 workdays after OK on May 13 – Holiday not workday)	

The mailing list file will contain 4 Workbooks in the following formats:

GSA Internal List (use label format for addressing)

- Addressed on back cover.
- Shipped via USPS. GSA Permit. Presort Standard
- 100-200 addresses – 1 copy each
- **Must mail on Day 1 of Mailing**

FedEx (no label format provided, follow carriers requirements)

- FedEx Shipping Container
- Shipped via FedEx Overnight
- 20 addresses – multiple copy counts ranging from 200-1000
- **Must FedEx on Day 1**

Bulk (no label format provided, follow carriers requirements)

- Over packed into cases. Palletized if required.
- Shipped via most economical traceable means.
- 4 addresses – multiple copy counts ranging from 25-4000
- **Shipping must occur to plan arrival at destination between Day 2 and Day 6 of initial drop.**

Customer Mail list (use label format for addressing)

- Addressed on back cover.
- Shipped via USPS. GSAPermit. Presort Standard
- 30,000-50,000 addresses – 1 copy each.
- **Mail drop to begin NO earlier than Day 3 of initial drop. Complete drop NTL Day 7.**

NOTE: It is anticipated that author's alterations may be made during the proofing stage. As direct-to-plate technology means that no negatives have been generated or stripped, no additional time will be allowed to make author's alterations (unless revised proofs are ordered) irrespective of the method of production the contractor actually utilizes. The Government Printing Office reserves the right to determine if the alterations are excessive and schedule should be reconsidered. No grace days will be allowed.

RECEIPTS FOR DELIVERY: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered, number of cartons, and quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of these receipts or other acceptable proof must accompany the contractor's billing for payment.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce one year's orders. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered for a like period.

The following item designations correspond to those listed in the "Schedule of Prices".

- | | | |
|------|--------|--------|
| I. | (a)(1) | 672 |
| | (2) | 27,000 |
| | (b)(1) | 6 |
| | (2) | 250 |
| II. | (a) | 3 |
| | (b) | 180 |
| III. | (a) | 32 |
| | (b) | 24 |
| | (c) | 4 |
| IV. | (a) | 220 |
| | (b) | 6 |
| | (c) | 220 |
| | (d) | 6 |

TRAVEL EXPENSES and PER DIEM to be incurred by the Government for press sheet inspection(s) WILL BE A FACTOR IN DETERMINING AWARD. This will be based on sending ONE Government representative from the Chicago, IL area for 3 calendar days.

SECTION 4.- SCHEDULE OF PRICES

Bidder must make an entry in each of the spaces provided. Bids offered are f.o.b. destination and f.o.b. contractor's city as listed in specifications. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item may be declared nonresponsive.

The Contracting Officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the Determination of Award) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All billings submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 1,000 will be prorated at the per 1,000 rate.

The contractor is cautioned not to perform any operation(s) or produce any product(s) for which a price has not been offered under the contract. Further, the contractor is not to accept print orders which are outside the scope of the contract. Any changes made to the print order MUST be confirmed in writing by the Contracting Officer, Chicago GPO. If such orders are placed by the agency, and no Modification is received from the Chicago GPO, the contractor is to notify GPO Chicago immediately. Failure to do so may result in nonpayment.

I. COMPLETE PRODUCT (except for Items II. ADDITIONAL WRAPAROUND COVER, III. AUTHOR'S ALTERATIONS, and IV. DISTRIBUTION COSTS): Prices quoted shall include the cost of all required materials and operations necessary (including but not limited to paper, binding, labeling, and packaging) for the complete production and distribution of the product listed in accordance with these specifications.

A charge per text page will be allowed whether text page is printed or blank. It is unlikely that there will be any blank text pages. The number of text pages will always be divisible by four. A charge will be allowed for each complete four-page cover whether page(s) is printed or blank.

Only one makeready charge will be allowed for each text page or each 4-page cover regardless of the number of copies run.

- (a)(1) Make-ready and or setup,
per text page \$ _____
- (2) Running, per text page
per 1,000 copies, \$ _____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

Price of 4-page cover must include the cost for printing covers 1 and 4 in a 5th color.

- (b)(1) Make-ready and/or setup, **per four-page cover** \$ _____
- (2) Running, per four-page cover, **per 1,000 copies** \$ _____

II. Additional 4-page perforated wraparound cover.

- (a) Make-ready and/or setup.....**per additional wraparound cover,** \$ _____
- (b) Running... per additional wraparound cover...**per 1,000 copies** \$ _____

III. AUTHOR'S ALTERATIONS: Charges for author's alterations will be treated as if production method was direct to plate. No additional charges for items such as negatives or stripping will be allowed for author's alterations made at the proof stage. Charges assume that corrected electronic file(s) are furnished by the Government.

- (a) Revised DYLUX or equal proof due to author's alterations, including cost of delivery and pickup, **per side** \$ _____
- (b) Revised contract color proof due to author's alterations, including cost of delivery and pickup, **per side** \$ _____
- (c) Load and preflight revised CD due to author's alterations, irrespective of the number of pages altered, **per CD** \$ _____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

IV. DISTRIBUTION COSTS:

- (a) Cass Certify: **per 1,000 addresses** \$ _____
- (b) Ink jet Set Up Charge: **per order** \$ _____
- (c) Ink jet Addresses: **per 1,000 addresses** \$ _____
- (d) Presort for Automation
 Compatibility: **per order** \$ _____

Indicate Post Office that will be used **which must be a main distribution center.**

_____.

PRODUCTION FACILITIES WITHIN ASSUMED AREA

My production facilities are located within the assumed area of
production.....yes _____no _____

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material _____
- a. Number of hours from acceptance of print order to pickup of
 Government Furnished Material..... .. _____
- b. Number of hours from pickup of Government Furnished Material
 to delivery at contractor's plant..... .. _____
2. Proposed carrier(s) for delivery of completed product _____
- a. Number of hours from notification to carrier to pickup of completed
 product..... .. _____
- b. Number of hours from pickup of completed product to delivery at
 destination _____

(Initials)

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

BIDDERS NOTE: Indicate below how you intend to meet the required schedule of these specifications including the proposed carrier(s) that you will use for pickups and deliveries.

BIDDER'S NAME AND SIGNATURE: Fill out and return all pages in "Section 4.- Schedule of Prices," initialing or signing each in the space provided attached to a completed and signed GPO Form 910, "Bid." Do not enter bid prices on GPO Form 910.

Bids should be faxed to 312-886-3163 or submitted in a sealed envelope identified on the outside with the Program number and bid opening date and time to:

U.S. Government Printing Office
Chicago Regional Printing Procurement Office
200 N. LaSalle St., Suite 810
Chicago, IL 60601-1055.

Bids must be submitted to arrive at the above specified office not later than the exact date and time set for opening of bids.

Bidder _____

Address: _____

By _____

(Signature and title of person authorized to sign this bid) (Date)

(Person to be contacted)

Telephone: _____ Fax: _____

GPO Contractor's Code No. _____

(COMPLETE AND SUBMIT THIS PAGE WITH YOUR BID)

GPO Form 910
(R 8-01) P.57021-4
Part 1
ORIGINAL

U.S. GOVERNMENT PRINTING OFFICE
Printing Procurement Department

BID

All bids are subject to GPO Publication 310.2, Contract Terms (Rev. 6-01) which is incorporated by reference, and the representations and certifications on the reverse of part one of this GPO Form 910.

Shipment(s) will be made from: City _____, State _____

(The city(ies) indicated above will be used for evaluation of transportation charges when shipment f.o.b. contractor's city is specified. If no shipping point is indicated above, it will be deemed that the bidder has selected the city and state shown below in the address block and the bid will be evaluated and the contract awarded on that basis. If shipment is not made from evaluation point, contractor will be responsible for any additional shipping costs incurred.)

PROGRAM NO. _____ (BIDDER TO ATTACH SCHEDULE OF PRICES TO THIS BID FORM)

or

JACKET NO. _____

BID _____

Additional _____ Rate _____

Discounts are offered for prompt payment as follows: _____ percent, _____ calendar days.
See Provision 12 "Discounts" in GPO Contract Terms (Pub. 310.2).

Bidder hereby acknowledges amendment(s) number(ed) _____

In compliance with the above, the undersigned agrees, if this bid is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date for receipt of bids, to furnish the specified items at the price set opposite each item, delivered at the designated point(s), in exact accordance with specifications.

Notice: Failure to provide a 60 day bid acceptance period may result in expiration of your bid prior to award.

COMPANY SUBMITTING BID

PERSON AUTHORIZED TO BID

Company _____ Name _____

Address _____ Title _____

City _____ State _____ Zip _____ Signature _____

GPO Contractor Code (if known) _____ Date _____

Telephone Number _____ Facsimile Number _____

Contracting Officer Review _____ Date _____ Certifier _____ Date _____
(Initials) (Initials)

Representations and Certifications

Exception to the certifications may render your bid nonresponsive. Submission of your bid without statement of exception shall constitute certification of the six items.

REPRESENTATIONS.

R-1. Small business. By submission of a bid, the bidder represents that the bidder is a small business concern, unless the bid contains an affirmative representation that the bidder is not a small business concern.

R-2. Small Disadvantaged Business Concern. By submission of a bid, the bidder represents that the bidder is not a small disadvantaged business concern, unless the bid itself contains an affirmative representation that the bidder is a small disadvantaged business concern.

R-3. Women-Owned Small Business Concern. By submission of a bid, the bidder represents that the bidder is not a women-owned small business concern, unless the bid itself contains an affirmative representation that the bidder is a women-owned small business concern.

CERTIFICATIONS.

C-1. Covenant Against Contingent Fees. Submission of a bid without statement of exception shall constitute certification.

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain a contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul the contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency" means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee" means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence" means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

C-2. Buy American Certification. Except as may be listed with the bid itself, the bidder certifies with the submission of a bid that each end product is a domestic end product (as defined in clause 37 "Buy American Act" in Contract Clauses), and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States. Any exception listed with the bid itself must list both the excluded end products and the country of origin of each.

C-3. Clean Air and Water. Submission of a bid without statement of exception shall constitute certification.

(Applicable if the bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 7413 (C) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

(a) Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.

(b) The Contracting Officer will be promptly notified, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

(c) Bidder will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

C-4. Certificate of Independent Price Determination. Submission of a bid without statement of exception shall constitute certification.

(a) The offeror certifies that:

(1) The prices in the offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered.

(2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in the bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision

(b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

C-5. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Jan. 1999). By submission of a bid—

(a)(1) The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under the solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from the solicitation for default.

C-6. Certification of Nonsegregated Facilities (Jan. 1999). Submission of a bid without statement of exception shall constitute certification.

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By submission of an offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will—

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.